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4 **A G R E E M E N T**  
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6  
7 **Between the**

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9 **CITY OF BRIGANTINE**  
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11  
12 **And**  
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14 **BRIGANTINE FIRE OFFICERS' ASSOCIATION**  
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18 **JANUARY 1, 1998 through DECEMBER 31, 1998**  
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25 **SCHAFER, PLOTKIN & WALDMAN**

26 A Professional Labor Relations Corp.

27 **BY: MYRON PLOTKIN**

28 P.O. Box 100

Leeds Point, New Jersey 08220

609-652-3838 FAX: 609-652-7994

Preamble

THIS AGREEMENT entered into this 13 day of July  
1999, by and between the City of Brigantine, in the County of Atlantic, a Municipal  
Corporation of the State of New Jersey, hereinafter called the "City," and the Brigantine Fire  
Officers' Association, duly appointed representative for all Fire Officers employed by the City  
of Brigantine Fire Department, hereinafter called the "Association."

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**ARTICLE I**

**RECOGNITION**

A. The City recognizes the Association as the exclusive negotiating agent and representative for all Lieutenants and Captains, Fire Officer-EMT/EMT Instructor/CPR Instructors, employed by the City of Brigantine Fire Department, excluding all other employees of the Brigantine City Fire Department, including the Chief, Deputy Chief, and Firefighters and excluding all other employees employed by the City.

B. The titles "Fire Officer" or "Employee", "Fire Officer Instructor", and "Fire Safety Officer" shall be used interchangeably and shall be defined to include all bargaining unit members, the plural as well as the singular and to include males and females.

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4 ARTICLE II

5 MANAGEMENT RIGHTS

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11 A The City of Brigantine hereby retains and reserves unto itself, without limitation, all  
12 powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the  
13 signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the  
14 United States, including, but without limiting the generality of the foregoing, the following  
15 rights:

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21 1. The Executive management and administrative control of the City Government  
22 and its properties and facilities and activities of its employees by utilizing personnel,  
23 methods and means of the most appropriate and efficient manner possible as may from  
24 time to time be determined by the City.

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30 2. To make rules of procedure and conduct, to use improved methods and  
31 equipment, to decide the number of employees needed for any particular time and to be  
32 in sole charge of the quality and quantity of the work required.

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38 3. The right of management to make, maintain and amend such reasonable rules  
39 and regulations as it may from time to time deem best for the purposes of maintaining  
40 order, safety and/or the effective operation of the Department after advance notice  
41 thereof to the employees.

1 4. To hire all employees, and subject to the provisions of law, to determine their  
2 qualifications and conditions of continued employment, or assignment, and to promote  
3 and transfer employees, within the Department.

4  
5 5. To suspend, demote, discharge or take any other appropriate disciplinary action  
6 against any employee for good and just cause according to law.

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8  
9 6. To lay off employees in the event of lack of work or funds or under conditions  
10 where continuation of such work would be inefficient and nonproductive.

11  
12 7. The City reserves the right with regard to all other conditions of employment not  
13 reserved to make such changes as it deems desirable and necessary for the efficient and  
14 effective operation of the Department.

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16  
17 B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of  
18 the City, and adoption of policies, rules and regulations and practices and the furtherance  
19 thereof, and the use of judgment and discretion in connection therewith, shall be limited only  
20 by the specific and express terms of this Agreement and then only to the extent such specific  
21 and express terms hereof are in conformance with the Constitution and Laws of New Jersey  
22 and of the United States.

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24  
25 C. Nothing contained herein shall be construed to deny or restrict the City of its rights,  
26 responsibilities and authority under R.S. 40A. or any other national, state, county or local laws  
27 or regulations.

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2 **ARTICLE III**

3 **NON-DISCRIMINATION**  
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5 A. The City and the Association agree that there shall be no discrimination against any  
6 employee because of race, creed, color, religion, sex, national origin, political affiliation, or  
7 physical or mental disability.  
8

9  
10 B. The City and the Association agree that all employees covered under this agreement  
11 have the right without fear of penalty or reprisal to form, join, and assist any employee  
12 organization or to refrain from any such activity. There shall be not discrimination by the City  
13 of the Association against any employee because of the employee's membership or non-  
14 membership or activity or nonactivity in the Association.  
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**ARTICLE IV**

**STRIKES**

A. The Association assures and pledges to the City that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slow-downs, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey.

B. The Association will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

C. The Association will not support anyone acting contrary to this provision.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or alleged violation of this Agreement, policies, rules and regulations or administrative decisions affecting an employee, or the Association.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step Three herein.

1 D. The following constitutes the sole and exclusive method for resolving grievances  
2 between the parties covered by this Agreement, and shall be followed in its entirety unless any  
3 Step is waived by mutual written consent.  
4

5 **Step One:** The aggrieved or the Association shall institute action under the provisions  
6 hereof within twenty (20) calendar days after the event giving rise to the grievance has  
7 occurred, or an earnest effort shall be made to settle the differences between the aggrieved  
8 employee and the Fire Chief, or his designee, for the purpose of resolving the matter  
9 informally. Failure to act within said (20) calendar days shall be deemed to constitute and  
10 abandonment of the grievance.  
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12

13 **Step Two:** If no agreement can be reached orally within fifteen (15) calendar days of the  
14 initial discussion with the Fire Chief or his designee, the employee or the Association may  
15 present the grievance in writing within ten (10) calendar days thereafter to the Fire Chief or his  
16 designated representative for resolution. The written grievance at this Step shall contain the  
17 relevant facts and a summary of the preceding oral discussion, the applicable section of the  
18 contract violated, if any, and the remedy requested by the grievant. The Fire Chief or his  
19 designee will answer the grievance in writing within ten (10) calendar days of receipt of the  
20 written grievance.  
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1 **Step Three:** If the Association wishes to appeal the decision of the Fire Chief, such appeal  
2 shall be presented in writing to the City Manager within ten (10) calendar days thereafter. This  
3 presentation shall include copies of all previous correspondence relating to the matter in  
4 dispute. The City Manager shall respond, in writing, to the grievance within fifteen (15)  
5 calendar days of submission.  
6

7  
8 **Step Four:** If the grievance is not settled through Steps One, Two and Three, either party  
9 shall have the right to submit the dispute to arbitration within ten (10) calendar days after  
10 receipt of the decision of the City Manager, pursuant to the rules and regulations of the Public  
11 Employment Relations Commission. The costs for the services of the arbitrator shall be borne  
12 equally by the City and the Association. Any other expenses, including but not limited to the  
13 presentation of witnesses, shall be paid by the parties incurring same.  
14

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16 E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he  
17 has jurisdiction to hear and decide the matter in dispute.  
18

19 2. The arbitrator shall be bound by the provisions of this Agreement and the  
20 Constitution and Laws of the State of New Jersey, and be restricted to the application of  
21 the facts presented to him involved in the grievance. The arbitrator shall not have the  
22 authority to add to, modify, detract from or alter in any way the provisions of the  
23 Agreement or any amendment or supplement thereto. The decision of the arbitrator  
24 shall be final and binding.  
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1 F. The time limits expressed herein shall be strictly adhered to. If any grievance has not  
2 been initiated within the time limits specified, or the grievance is not processed to the next  
3 succeeding step in the grievance procedure within the time limits prescribed thereunder, then  
4 the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a  
5 decision is not rendered within the time limits prescribed for decision at any step in the  
6 grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein  
7 shall prevent the parties from mutually agreeing to extend or contract the time limits for  
8 processing the grievance at any step in the grievance procedure.  
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ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with *Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e*, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the president of the Association advising of such changed deduction.

D. The Association will provide the necessary "*check-off authorization*" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Payroll Department.

1 E. Any such written authorization may be withdrawn at any time by the filing of notice of  
2 such withdrawal to the Payroll Department. The filing of notice of withdrawal shall be effective  
3 to halt deductions in accordance with *N.J.S.A. 52:14-15.9e*, as amended.  
4

5 F. The City agrees to deduct the fair share from the earnings of those employees who elect  
6 not to become members of the Association and transmit the fee to the majority representative.  
7

8 G. The deduction shall commence for each employee who elects not to become a member  
9 of the Association of the amount of the fair share assessment. A copy of the written notice of  
10 the amount of the fair share assessment must also be furnished to the New Jersey Employment  
11 Relations Commission.  
12

13  
14 H. The fair share fee for services rendered by the Association shall be in an amount equal  
15 to the regular membership dues, initiation fees and assessments of the Association, less the cost  
16 of benefits financed through the dues and available only to members of the Association, but in  
17 no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees  
18 and assessments.  
19

20  
21 I. The sum representing the fair share fee shall not reflect the costs of financial support of  
22 political causes or candidates, except to the extent that it is necessary for the Association to  
23 engage in lobbying activity designed to foster its employees' goals in collective negotiations  
24 and contract administration, and to secure for the employees it represents advances in wages,  
25 hours and other conditions of employment which ordinarily cannot be secured through  
26 collective negotiation with the City.  
27  
28

1 J. Prior to January 1st and July 31st of each year, the Association shall provide advance  
2 written notice to the New Jersey Public Employment Relations Commission, the City and to all  
3 employees within the unit, the information necessary to compute the fair share fee for services  
4 enumerated above.

5  
6 K. The Association shall establish and maintain a procedure whereby any employee can  
7 challenge the assessment as computed by the Association. This appeal procedure shall in no  
8 way involve the City or require the City to take any action other than to hold the fee in escrow  
9 pending resolution of the appeal.  
10

11  
12 L. The Association shall indemnify, defend and save the City harmless against any all  
13 claims, demands, suits or other forms of liability that shall arise out of or by reason of action  
14 taken by the City in reliance upon salary deduction authorization cards or the fair share  
15 assessment information as furnished by the Association to the City, or in reliance upon the  
16 official notification on the letterhead of the Association and signed by the President of the  
17 Association, advising of such change deduction.  
18

19  
20 M. Membership in the Association is separate, apart and distinct from the assumption by  
21 one of the equal obligations to the extent that he has received equal benefits. The Association is  
22 required under this Agreement to represent all of the employees in the bargaining unit fairly  
23 and equally, without regard to Association membership. The terms of this Agreement have  
24 been made for all employees in the bargaining unit, and not only for members in the  
25 Association, and this Agreement has been executed by the City after it has satisfied itself that  
26 the Association is a proper majority representative.  
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**ARTICLE VII**  
**HOURS OF WORK**

A. All employees except Fire Officer-EMT/EMT Instructor/CPR Instructor and the Fire Safety Officer, covered by this Agreement shall work an average forty-two (42) hour work week consisting of two ten hour shifts and two fourteen hour shifts on an eight week cycle.

1. The Fire Officer/Instructor shall work forty-two (42) hours per week which will be scheduled at the discretion of the Fire Chief, his designee, or the City Manager, and no further compensation shall be required unless the Fire Officer/Instructor worked in excess of forty-two (42) hours per week based on an eight (8) week cycle.

2. The Fire Prevention Officer shall work a thirty-six (36) hour workweek, Tuesday through Friday, from 8:00 A.M. to 5:00 P.M.

B. The working shift, with the possible exception of the Fire Officer/Instructor, and with the exception of the Fire Safety Officer shall be: Two ten (10) hour days starting at 8:00 A.M. and ending 6:00 P.M. and two fourteen (14) hour nights starting at 6:00 P.M. and ending at 8:00 A.M. the shift will then be off-duty for ninety-six (96) hours.

ARTICLE VIII

OVERTIME

A. All time worked in excess of the assigned duty shift shall be overtime.

B. All time worked in excess of the assigned workweek shall be overtime.

C. If an individual employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal Shift. The City shall have the right to retain the employee on duty for the minimum time period.

D. All overtime shall be compensated at one and one-half (1½) times the employee's hourly rate.

E. Employees terminating their employment with the City shall be entitled to be paid for all overtime work accrued.

F. Call back time shall be defined as any time in which an employee shall be ordered to participate in any activity concerning the Fire Department, or any other activity under the jurisdiction of the Department of Public Safety when the employee is off-duty.

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**ARTICLE X**

**LONGEVITY**

A. The City shall pay longevity in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Five(5) years of service	2%
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%
Twenty-four (24) years of service	10%

B. Longevity shall be computed from the employee's date of appointment and calculated and become effective on the employee's anniversary date.

**ARTICLE XI**

**HOLIDAYS**

A. Thirteen (13) days off in lieu of holidays will be allowed with the exception of the holiday allotment for the Fire Safety Officer. Reasonable notice and schedules shall be made with the Fire Chief, or his designee.

B. Employees terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all holidays accrued but not used on a pro-rata basis.

C. An employee, with the exception of the Fire Safety Officer, shall accrue holidays on a pro-rated monthly basis based upon thirteen (13) holidays per year during his first year of employment if hired after January 1 of that year.

D. Any month in which an employee is absent for more than fifty (50%) percent of his scheduled work days in any given month, due to disciplinary suspension, or leave of absence with or without pay, said employee shall not accrue any holiday time for that month.

E. If an employee wishes to receive pay in lieu of holidays, they must notify the City by October 1 of the previous year of the number of holidays for which they desire to be compensated in lieu of the time off. By November 1, the City shall respond in writing, indicating the number of holidays approved for compensation in lieu of time off. The City's determination as to the approval or disapproval of compensation in lieu of time off is solely at

1 the City's discretion and is not grievable. The money available for compensation in lieu of  
2 time off shall be distributed equally amongst all employees requesting compensation in lieu of  
3 time off.

4  
5 F. The Fire Safety Officer shall be entitled to fifteen (15) holidays each year. Eleven (11)  
6 of these holidays shall be considered as "floating holidays." The remaining four (4) holidays  
7 shall be Christmas Day, New Years Day, Thanksgiving Day and the 4<sup>th</sup> of July.  
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1 ARTICLE XII

2 VACATIONS

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4 A. 1. During the first calendar year of employment, all employees shall accrue one (1)  
5 vacation day per month for each full month of employment.

6 2. After the first calendar year of employment, all employees shall accrue vacation  
7 days as follows:

8 Years of Service

Working Days

9  
10 (Departmental)

11 After 1 year through 5 years

12 12 working days

13 After 5 years of service

14 21 working days

15 B. Employees who terminate their employment with the City, or whose employment is  
16 terminated by the City, shall only be entitled to pay for those vacation days actually earned up  
17 to their termination date, on an annual pro-rate basis.

18  
19 C. Any month in which an employee is absent for more than fifty (50%) percent of his  
20 schedule work days in any given month, due to disciplinary suspension, or leave of absence  
21 with or without pay, said employee shall not accrue any vacation time for that month.

22  
23 D. If a vacation has been scheduled more than thirty (30) calendar days in advance, and is  
24 canceled by the City less than thirty (30) calendar days from the date of the scheduled vacation,  
25 the employee shall be paid at the rate of one and one-half (1½) times his hourly rate of pay for  
26 all time worked during the period that would have been his scheduled vacation.  
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**ARTICLE XIII**

**PERSONAL DAYS**

A. All bargaining unit personnel shall enjoy one (1) personal day per year unrestricted. (no reason required)

B. For the purpose of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every twelve (12) months during the calendar year. Payment shall be received for unused, accrued personal days as of the date of resignation or retirement.



1  
2 ARTICLE XIV

3 SICK LEAVE

4  
5 A. Sick leave is hereby defined to mean absence from post duty by an employee by reason  
6 of personal illness, accident or exposure to contagious disease.  
7

8 B. 1. An employee may utilize up to a maximum of five (5) accumulated sick days  
9 per year for attendance upon a member of the employee's immediate family, seriously  
10 ill and requiring care of attendance of such employee. Any additional time needed may  
11 be approved at the discretion of the Chief or his designee.  
12

13 2. The term "immediate family" is hereby defined to include the following: spouse,  
14 child, grandparent, parent, brother, sister or spouse's parent, or any relative living in the  
15 employee's household.  
16

17 C. An employee who is absent for reasons that entitle him to sick leave shall notify his  
18 supervisor promptly, but no later than one (1) hour before the employee's usual reporting time,  
19 except in emergency circumstances.  
20

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22 D. Sick leave shall accrue for regular full-time Fire Officers at the rate of one (1) day per  
23 month during the first calendar year of employment, and one and one-quarter (1¼) working  
24 days per month in every calendar year of employment thereafter, and shall accumulate from  
25 year to year.  
26

1 E. A certificate of a reputable physician shall be required as proof of need of the  
2 employee's leave after five (5) consecutive days sick leave or leave in attendance of a member  
3 of the employee's family, or after ten (10) days sick leave in any one (1) year or after ten (10)  
4 days leave while in attendance of a member of the employee's family in any one (1) year.  
5

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7 F. An employee's supervisor may, at any time, require proof of illness of an employee on  
8 sick leave, whenever such a requirement appears reasonable to the supervisor.  
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11 G. In cases of leaves of absence ordered by the "Health Department" due to exposure to  
12 contagious disease, a certificate from the Department of Health shall be required before the  
13 employee may return to work and time lost will not apply to sick leave time or any loss of pay.  
14

15  
16 H. If an employee is absent from work for more than fifty (50%) percent of his or her  
17 scheduled work days in any given month due to disciplinary suspension or leave of absence  
18 with or without pay, said employee shall not accrue any sick time for that month.  
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**ARTICLE XV**

**FAMILY AND MEDICAL LEAVE**

A. In addition to any other leave to which an employee may be eligible, the City will grant leave in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XVI

TERMINAL LEAVE

A. All employees retiring after December 31, 1995 under the Police and Firemen's Retirement System (P.F.R.S.) shall be paid for their unused accumulated sick leave on the basis of one (1) days terminal leave pay for every two (2) day's accumulated sick days, not to exceed thirty-six thousand dollars (\$36,000.00). Terminal leave shall be computed based on the employee's base rate of pay at the time of retirement or death.

B. In order for an employee to be eligible for the benefits enumerated in Section B. of this Article, the employee must have completed his full twenty-five (25) years of employment and be eligible for full retirement under the P.F.R.S. An employee or his estate may also become eligible for the terminal leave benefits enumerated in Section B of this Article if the employee is eligible for disability retirement under the P.F.R.S., or in case of death.

C. Termination of employment for any reason other than full or disability retirement under the P.F.R.S. or death shall not be reimbursed for any unused accrued sick leave.

D. Terminal leave shall be paid in one (1) lump sum at the time of retirement. In order to insure payment in the year of retirement, the employee must notify the City in writing by October 1 of the previous year, of his intention to retire during the following year. Failure to so notify the City may delay payment until the year following the employee's year of retirement.

ARTICLE XVII

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay and all existing health benefits for a period of up to one (1) year. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any disability compensation or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver any compensation disability or other payments to the City and receive his entire salary payment, or the City shall pay the difference.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report before the end of his shift to the Fire Chief or the Officer in charge.

C. It is understood that the employee must file an injury report with the Fire Chief or Officer in charge so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

1 E. If the City does not accept the certificate of the physician designated by the insurance  
2 carrier, the City shall have the right, at its own cost, to require the employee to obtain a  
3 physical examination and certification of fitness by a physician appointed by the City.  
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6 F. In the event the City appointed physician certifies the employee fit to return to duty,  
7 injury leave benefits granted under this Article shall be terminated, unless the employee  
8 disputes the determination of the City appointed physician. Then the City and the employee  
9 shall mutually agree upon a third physician, who shall then examine the employee. The cost of  
10 the third physician shall be borne equally by the City and the employee. The determination of  
11 the third physician as to the employee's fitness to return to duty shall be final and binding upon  
12 the parties. In the event the third physician also certifies the employee fit to return to duty,  
13 injury leave benefits granted under this Article shall be terminated.  
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17 G. The City, at its option, and upon certification by the City appointed physician, may  
18 extend the injury leave with pay for no more than one (1) additional year. The City appointed  
19 physician must certify that the employee is incapable of performing his duties for the additional  
20 time period.  
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1 H If the City can prove an employee has abused his privileges under this Article, the  
2 employee will be subject to disciplinary action by the City. If the employee is found to be in  
3 violation of this Article, he shall be subject to disciplinary action by the City to the extent  
4 which is provided with this agreement and any Ordinance in effect governing the City of  
5 Brigantine Fire Department.  
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**ARTICLE XVIII**

**FUNERAL LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) working days.

B. The term "immediate family" shall include spouse, child, grandparent, parent, brother, sister or spouse's parent, or any other relative living in the employee's household.

C. Funeral leave may be extended beyond the four (4) working day period either without pay or chargeable against the employee's sick leave, at the sole discretion of the Fire Chief, his designee, or the City Manager.



1 **ARTICLE XIX**

2 **GENERAL LEAVE**

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4 A. **Jury Duty**

5 In the event of an employee being called for jury duty, leave will be granted without  
6 loss of pay, in accordance with State Statute.

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9 B. **State Meetings**

10 Designated representatives shall be permitted leave of duty, without loss of pay, to  
11 attend State or National Conventions in accordance with State Statute 40A:14-177.

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13 1. Any representative so designated under Section B of this Article shall not switch  
14 tours in order to receive pay for the purpose of attending said meetings under Section B of this  
15 Article, and no employee switching tours under this Section B of this Article shall be entitled to  
16 receive overtime compensation caused by the switching of tours.

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19 C. **Seminars**

20 Leave from duty may be granted to an employee to attend pre-approved, job related  
21 seminars, at the discretion of the Fire Chief, his designee, or the City Manager.

ARTICLE XX

CLOTHING ALLOWANCE

A. Any employee's clothing that has been damaged in the line of duty will be replaced, comparably by the City at no cost to the Fire Officer.

B. There will be a summer and winter inspection and replacement of clothing when deemed necessary by the Fire Chief, his designee, or the City Manager.

C. There will be a "shoe allotment/clothing maintenance allowance" in the amount of eight hundred dollars (\$800.00) for each employee covered by this Agreement.

D. This clothing allowance as enumerated in Section C above shall be paid by the City to the covered employees no later than the first pay period in June.

E. All personal items which are damaged or destroyed in the line of duty and which are not covered by insurance shall be replaced the City after inspection and certification by the Fire Chief or his designee. The City's liability shall not exceed two hundred dollars (\$200.00) per incident.

ARTICLE XXI

HEALTH INSURANCE

A. The City agrees to provide full family hospitalization, dental, optical and prescription coverage pursuant to the present Employee Health Care Plan as described in the City of Brigantine IDA Health Care Plan booklet, with changes as described in Addendum A, which went into effect on January 1, 1996.

B. The City reserves the right to change insurance carriers or continue its self-insurance plan, so long as the same or better benefits are provided.

C. If an employee is killed in the line of duty, the City agrees to pay the established premium for hospitalization/medical insurance for the surviving spouse until the surviving spouse remarries or dies or becomes eligible for Medicare or becomes eligible for coverage through employment. And, if the employee is killed in the line of duty, said coverage shall be paid for dependent children until the child reaches the age of twenty-three or ceases to be dependent of the surviving spouse, whichever occurs first.

ARTICLE XXII

OUTSIDE EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

B. It is understood that the full-time employees will consider their position with the City as their primary job.

C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

ARTICLE XXIII

EXCHANGE OF TOURS

A. An employee, upon prior notice to and authorization of the Fire Chief or his designee, may exchange tours of duty or days off with another employee of equal rank. Lieutenants and Captains may exchange tours with each other.

B. Such requests or exchange of tours of duty or days off must be submitted in writing, signed by both employees, within a reasonable time in advance, to the Fire Chief or his designated representative, except in case of emergency wherein the notice period may be reduced. The Fire Chief shall determine reasonable time.

C. Under no circumstances shall any employee be permitted to exchange tours of duty or days off if such exchange would entitle either employee to receive overtime or any other additional pay or benefit.

D. No such substitution of employees scheduled to work shall be permitted if it is not in the best interests of the Department, which could be caused by, among other things, but not limited to, an emergency situation existing in the City or the inability of the employee to perform his duties properly because of working too many tours of duty or days due to excessive changes or other circumstances.

**ARTICLE XXIV**

**PERSONNEL FILES**

A. The City shall establish personnel files or confidential records which shall be maintained by the Personnel Manager under the direction of the City Manager.

B. Upon prior notice to and authorization of the City Manager or the Fire Chief, or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonable denied.

C. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any compliant, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning. The City shall make a notation of what action, if any is to be or has been taken.

E. Any and all positive material, communications, information, etc., including commendations, shall be included as part of the employee's personnel file.

**ARTICLE XXV**

**STANDBY/RECALL PROCEDURES**

A. The present standby/recall procedure as currently practiced shall be continued as follows:

1. The City agrees to provide all bargaining unit employees with beepers. Each employee shall provide reasonable care for his beeper.
2. a. When the beepers are activated from Fire Headquarters, if an employee chooses to respond, he shall do so either by telephone call or in person.  
b. If an employee chooses to respond to a pre-determined call point by telephone, he shall be informed over the telephone whether or not he is needed to respond.  
c. If an employee chooses to respond by presenting himself at Fire Headquarters, he shall be informed upon reaching Fire Headquarters whether or not he is needed.  
d. If the employee is informed he is needed, he shall be considered recalled pursuant to Article VIII, Section C of this Agreement.

1           3.     a.     It is understood by the parties that it is in the discretion of the employee  
2                       whether or not to respond when the beepers are activated. The City is not and  
3                       shall not place any restrictions or requirements on the employee with respect to  
4                       utilization of the beepers or recall.  
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7           b.     If the City wishes to implement a different supplemental procedure, the  
8                       Association shall be given ninety (90) days notice prior to said implementation.  
9                       The parties shall meet and discuss any problems with existing procedure and the  
10                      proposed new procedure within the ninety (90) day calendar period. It is  
11                      understood and agreed that the standby/recall procedure delineated in Section A  
12                      above shall continue in full force and effect for the full ninety (90) day period.  
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ARTICLE XXVI

EMERGENCY MEDICAL TECHNICIANS

A. ~~Paragraphs B1-B3 above apply to both the initial~~ A. The Fire Officer-EMT/EMT Instructor/CPR Instructor shall receive an annual stipend of eighteen hundred dollars (\$1,800.00) to be paid the first pay period in December. In order to be eligible for this payment, members must be certified as both CPR Instructor and EMT Instructor.

B. Pursuant to the Administrative Order dated December 20, 1985, and all subsequent Administrative Orders modifying the initial Administrative Order, including the subsequent Administrative Order eliminating any deadline date, all employees are required to obtain Emergency Medical Technical-Ambulance certification. If an employee is required by the State to obtain re-certification training other than the training provided by the City, or if the City decides to no longer provide in-house recertification training, and the employee incurs expenses in obtaining his recertification, the following procedure shall apply:

1. The first time an employee goes to Emergency Medical Technical School, the City shall compensate the employee as follows:

- a. Reimburse for cost of tuition and books.
- b. Provide the use of a City vehicle for transportation to and from school.
- c. Pay the employee one and one-half (1½) times the employee's regular base rate of pay for off-duty time spent in class.
- d. Grant an employee release time from work for the purpose of attending

class.

1           2.     If an employee fails to pass the course, the second time the employee attends  
2           Emergency Medical Technician School, the City shall provide the following:

- 3
- 4           a.     Reimbursement for cost of tuition and books.
- 5           b.     Provide the use of a City vehicle for transportation to and from school.
- 6           c.     Grant an employee release time from work for the purpose of attending
- 7           class.
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10          3.     If the employee fails to pass the required course the second time, every

11          subsequent time the employee attends Emergency Medical Technician School, the City

12          shall provide the following:

- 13          a.     Provide the use of a City vehicle for transportation to and from school.
- 14          b.     Grant an employee release time from work for the purpose of attending
- 15          class.
- 16          c.     Paragraphs B1-B3 above apply to both the initial certification and
- 17          recertification.
- 18
- 19          d.     The City may rescind the above referenced Administrative Order at any
- 20          time.
- 21          e.     If an employee fails all testing available to him following his immediate
- 22          schooling period, he must immediately re-enroll for the next available school.

23          Any exceptions to this Section shall be at the sole discretion of the City

24          Manager.

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**ARTICLE XXVII**

**PENSIONS**

A. All employees shall be eligible for membership in the State of New Jersey Police and Firemen's Retirement System in accordance with the Rules and Regulations of that retirement system.

ARTICLE XXVIII

PROMOTIONS

A. All promotions shall be made in accordance with New Jersey State Statutes.

B. POLICY

The City of Brigantine Fire Department will follow the procedure set forth below:

C. PROCEDURES

1. The City shall provide the employee with the criteria, the weight accorded with each criterion and the testing procedures upon which the City will evaluate an applicant for promotion.

2. The City Manager or his designee shall have the authority to break all ties among the applicants with the same numerical score at the end of the testing procedure.

3. Each applicant will be informed of his or her test results and be provided with a list of the applicants and their test ranking within fifteen (15) days after completion of the tests.

4. The applicant shall be informed of the order in which the tests will be conducted at lease one (1) day prior to the tests.

1           5.     Within fifteen (15) days of receipt of the results and upon the written request of  
2 a candidate, the candidate shall meet with the Fire Chief or his designee, and City  
3 Manager to review the ranking. If the candidate is not satisfied or in agreement with the  
4 decision, the candidate shall have the right to file a grievance pursuant to the grievance  
5 procedures.

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7     D.     WRITTEN EXAMINATION

8           The written examination shall be aimed at the level of supervision being sought. The  
9 written examination should be given to all eligible candidates at the same time and place, if  
10 possible, so that the examining conditions are equal and the contents of the examinations are  
11 not revealed intermittently.  
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14     E.     ORAL INTERVIEW

15           The oral interview shall be aimed at the level of supervision being sought.  
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17     F.     OTHER PROMOTIONAL CRITERIA

18           Any other promotional criteria shall be aimed at the level of supervision being sought.  
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21     G.     The candidate has the right to have an observer present during the oral interview if he so  
22 chooses. The observer can not be a candidate. The observer can not be directly involved in the  
23 interview process or make any recommendations, comments or statements.  
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ARTICLE XXIX

EDUCATION INCENTIVE PROGRAM

A. The City agrees to reimburse the cost of tuition and books for any employee who receives academic credits for study in an institution of college level which offers, and in which the employee is enrolled, a college curriculum leading to or accreditable toward an undergraduate Associate or Baccalaureate Degree in Fire Science.

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of establishing a Fire Library.

2. Any employee who receives credit for college courses in Fire Science shall receive \$20.00 per credit hour, to a maximum of five hundred dollars (\$500.00).

3. Any employee who attends job related professional classes, recommended by the Fire Chief or his designee, and approved by the City Manager, shall receive \$20.00 for every 20 hours accumulated while attending such classes, to a maximum of five hundred dollars (\$500.00).

4. No credit shall be given for any training provided to employees who are on duty, or detailed to a school, or for any training received in connection with any Military Service or any other employment.

ARTICLE XXX

PHYSICAL EXAMINATIONS

A. A complete physical examination may be required every two (2) years at the expense of the City of Brigantine. The employee shall sign a release/waiver permitting the results of the examination to be forwarded to the City.

B. 1. If the employee does not accept the report and recommendations of the physician utilized by the City, the employee shall have the right, at his own expense, to obtain a physical examination by a physician of his own choosing.

2. If the physician selected by the employee does not agree with the physician utilized by the City, then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's physical condition and his recommendations shall be final and binding upon the parties.

3. Failure of the employee to comply with the medical recommendations may be cause for dismissal.

**ARTICLE XXXI**

**SAVINGS CLAUSE**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.



**ARTICLE XXXII**

**FULLY-BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ADDENDUM A

### Changes to Health Plan

#### A. NETWORK PLAN OPTION

##### 1. Medical

- a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the 'Out of Network' plan.
- b. In hospital stays are covered at 100%.
- c. All deductibles are waived.
- d. 60/20 co-insurance requirement is waived.

##### 2. Dental

- a. Preventive services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$2,000.

##### 3. Vision

Same as present plan.

##### 4. Well Care

- a. I office visit every other month for babies during the first 18 months.
- b. Routine immunization covered during the first 18 months with the \$10.00 office visit payment.

5. Prescription Plan

- a. Generic prescription drugs at no cost.
- b. Brand name prescription drugs at co-pay of \$5.00.

B. "OUT" OF NETWORK PLAN OPTION

1. Medical

- a. \$200.00 deductible per person per calendar year.
- b. \$400.00 deductible per family per calendar year.

2. Co-Insurance

Eighty (80%) percent of the first \$2,500.00 of eligible major medical expenses per person, per calendar year, thereafter 100% of eligible major medical expenses will be paid.

3. Dental

- a. Preventive services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% to age 19, with a lifetime maximum of \$2,000.

1  
2 4. Vision

3 Same as present plan.  
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5 5. Prescription Plan

6 a. Generic prescription drugs at no cost.

7 b. Brand name prescription drugs at co-pay of \$5.00.  
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10 C. All other benefits and limits of coverage as described in current plan will remain in  
11 effect under both plans.  
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13 D. Both plans require pre-certification of all non-emergency hospital stays.  
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**ARTICLE XXXIII**

**DURATION**

A. This Agreement shall be in full force and effect as of January 1, 1998, and shall remain in effect to and including December 31, 1998, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Brigantine, New Jersey, as of this 13 day of July, 1999.

**BRIGANTINE FIRE OFFICERS'  
ASSOCIATION**

**CITY OF BRIGANTINE,  
ATLANTIC COUNTY, NEW JERSEY**

By:

By:

